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ಬೆಂಗಳೂರು ನೀರು ಸರಬರಾಜು ಮತ್ತು ಒಳಚರಂಡಿ ಮಂಡಳಿ

BANGALORE WATER SUPPLY & SEWERAGE BOARD

O/o Chief Engineer(WWM-East), 5th Floor, Cauvery Bhavan, Bangalore-560009.

No. BWSSB/ CE(WWM-E)/ DCE(WWM- E&W)/TA-1/ 1080 /2025–26 Date : 21/11/25

ADDENDUM -1

Sub: Work of comprehensive Operation and Maintenance of 90 MLD STP at Bellandur for the period of 5 years.

Ref: No.BWSSB/CE(WWM-E)/DCE(WWM-E&W)/TA-1/982/2025-26 Dt:28-10-2025

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With reference to the above subject, invitation for this tender was invited vide IFT mentioned in reference letter this Addendum indicates the details of response to the pre bid queries.

Chief Engineer(WWM-E)
BWSSB

Encl: Replies Pre bid Queries

Work of comprehensive Operation and Maintenance of 90 MLD STP at Bellandur for the period of 5 years

S.N	Section/Clause No	Tender Requirement	Query/clarification Requested	Reply
1	Qualification of the Tender 3.2 a) i)	The tenderer should have satisfactorily completed at least one similar work of Operation and Maintenance of Sewage Treatment Plant based on Activated Sludge Process of value not less than Rs.868.09 lakh	The amount put to tender is Rs. 1736.18 Lakhs for 5 years of Operation and Maintenance contract. hHence, the value of cost per cost of Rs.347.23 Lakhs. We request to consider the per annum cost of Rs.347.23 Lakhs for meeting the pre-qualification for this tender. Also consider qualification of O&M of STP based on Activated Sludge Process (ASP) technology/ Sequencing Batch Reactor (SBR) Technology. Kindly Consider.	Tender Condition Prevails
2	Qualification of the Tender 3.2 a) ii)	The tenderer should have executed in any one year Operational & maintenance of minimum 72 MLD capacity STP based on Activated Sludge Process	The tenderer should have executed in any one year Operational & maintenance of minimum 72 MLD capacity STP based on Activated Sludge Process /Sequencing Batch Reactor (SBR) Technology. Kindly Consider	Tender Condition Prevails
3	Qualification of the Tender 3.2 a) iii)	The tenderer should have executed operation and maintenance of 72 MLD capacity STP Activated Sludge Process in the last five financial years meeting following effluent parameters as per Hon'ble National Green Tribunal norms for minimum one year	The tenderer should have executed operation and maintenance of 72 MLD capacity STP Activated Sludge Process / Sequencing Batch Reactor (SBR) Technology in the last five financial years meeting following effluent parameters as per Hon'ble National Green Tribunal norms for minimum one year	Tender Condition Prevails
4	Qualification of the Tender 3.2 a) iii)	The tenderer should have O&M Experience of 72 MLD STP with Tertiary Treatment Unit/Additional Treatment Unit i.e, Disc Filtration/Ultra Filtration/Membrane Bio Reactor/sand filter of minimum one year	We request to consider O&M Experience of only STP of 72 MLD STP based on Sequencing Batch Reactor (SBR) Technology to this condition.	Tender Condition Prevails
5	Bellandur 90 MLD KPPP Bid Document final final	The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him (a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ); (b) Omit any item of work; (c) Change the character or quality or kind of any item of work; (d) Change the levels, lines, positions and dimensions of any part of the work; (e) Execute additional items of work of any kind necessary for the completion of the works; and	We request confirmation that any variation/ increase in the quantity of items included in the Bill of Quantities will be reimbursed by the Client at actual cost. Kindly confirm	Tender Condition Prevails

6	Bellandur 90 MLD KPPP Bid Document final final	Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill.	This being an O & M contract, the contractor has to pay staff salaries, chemicals, spares vendors on a monthly basis.We request the Client to release the payment within 30 days from the date of invoice submission. Interest for the delayed payment shall be applicable @ 8% p.a. Kindly confirm	Tender Condition Prevails
7	Bellandur 90 MLD KPPP Bid Document final final	According to Commercial Tax Department Notification No.12/2017, all services are subject to a nil rate of GST under the definition of a pure service. The quoted rate should exclude the GST, which will be charged separately as per the prevailing applicable laws.	The mentioned clause is contradictory as it is already mentioned that applicable GST will be paid extra as actual.	Tender Condition Prevails
8	General		The bidders wants the confirmation on the following: 1. Hope, the Employer has received the Consent to Establish license, please confirm. 2. Hope, the Employer has received the Consent to Operate license, please confirm.	Tender Condition Prevails
9	Bellandur 90 MLD KPPP Bid Document final final	The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.	We wish to highlight that , as this is an O&M (Operation and Maintenance) tender, the Defect Liability Period is not applicable. Please confirm	Tender Condition Prevails
10	Bellandur 90 MLD KPPP Bid Document final final	The contractor shall ensure the plant operates within prescribed environmental norms, including: o Effluent discharge limits as per NGT/KSPCB/CPCB. o Odour control. **o Proper handling and disposal of sludge/grit.**	We kindly request the Client to confirm the designated disposal location for sludge/grit, as well as the distance in kilometers from STP. Additionally, if any tipping charges are applicable, please clarify that these will fall under the Client's scope. We would appreciate your confirmation on these points.Kindly confirm.	Contract to consider dispose Minimum 25km of disposal point from STP
11	Bellandur 90 MLD KPPP Bid Document final final	The contractor shall ensure the plant operates within prescribed environmental norms, including: o **Effluent discharge limits as per NGT/KSPCB/CPCB.** o Odour control. o Proper handling and disposal of sludge/grit.	We wish to highlight that the treatment scheme available at the site was implemented prior to the introduction of the NGT norms. Therefore, any penalties or obligations arising under these norms should not be imposed on the existing contracts. Kindly confirm.	The plant is designed to meet NGT norms

12	Bellandur 90 MLD KPPP Bid Document final final	The contractor shall ensure the plant operates within prescribed environmental norms, including: o Effluent discharge limits as per NGT/KSPCB/CPCB. o **Odour control.** o Proper handling and disposal of sludge/grit.	We wish to highlight that there is no treatment scheme available for odour control. Kindly clarify & confirm	Tender Condition Prevails
13	Bellandur 90 MLD KPPP Bid Document final final	Disposal of sludge/grit at a designated area/location provided by BWSSB or as per the instructions of BWSSB.	We kindly request the Client to confirm the designated disposal location for sludge/grit, as well as the distance in kilometers from STP. Additionally, if any tipping charges are applicable, please clarify that these will fall under the Client's scope. We would appreciate your confirmation on these points.Kindly confirm.	Contractor to consider dispose minimum 25 km of disposal point from STP
14	Bellandur 90 MLD KPPP Bid Document final final	The minor and major repair doesn't include the item of works, which exceeds more than Rs.7,00,000/- in each item of work. The cost is inclusive of material cost and labour cost. The rate analysis for carrying out the repairs costing more than Rs.7,00,000/- has to be prepared and submitted to the Owner for approval.	The other two O & M tenders , floated by BWSSB for Rajacanal 40 MLD and Nagasandra 20 MLD STP tenders mentioned major repairs work exceeding ₹5,00,000. we request you to reconsider this limit & change to Rs. 5,00,000/- as per BWSSB Standard.	Tender Condition Prevails
15	Bellandur 90 MLD Bid Document	"Any money payable by the Operator to the Owner under the terms of this contract, including but not limited to penalties, damages, compensation, or other charges, may be recovered by the Owner through the methods outlined in this clause. ... The Owner may deduct amounts from payments, encash performance securities, issue direct payment demands, or initiate legal proceedings to recover such amounts, including interest and penalties for non-compliance."	Kindly clarify the process and timeline for raising and resolving disputes regarding deductions. Request that any deduction should be made only after the Contractor's written consent or due process.Kindly confirm	Tender Condition Prevails
16	Bellandur 90 MLD Bid Document	"Failure to achieve specified effluent quality at the chlorine contact tank outlet during operation shall attract Performance Damages as a percentage of monthly OM payments. Limits for parameters like BOD (10 mg/L), TSS (10 mg/L), Total Nitrogen (1 mg/L), Total Phosphorus (1 mg/L), Total Coliform (230 MPN/100ml) are defined. Damages are calculated per exceeded quantum and capped at 5% of STP OM Contract Price per STP."	Please clarify if effluent parameter excursions caused by factors beyond operator control (e.g., force majeure, influent variation out of scope) are exempt from damages.Kindly Confirm	Tender Condition Prevails
17	Bellandur 90 MLD Bid Document	"The Operator guarantees electrical energy usage not exceeding 17,37,446 kWh/month at design flow and BOD. Excess power consumption results in monthly penalties equal to the cost of excess energy at current electricity rates charged to the Employer, payable as damages by the Operator."	Kindly confirm that, where energy use increases due to changes directed by the Owner or unforeseen external factors, no penalty shall be applicable and substantiating records will be considered.Kindly Confirm. Please note that any additional equipment at the site which requires power will impact on this guarantee & will change accordingly.	Tender Condition Prevails
18	Bellandur 90 MLD Bid Document	"Operator responsible for accidents, damages, environmental impact, compliance with safety/environmental laws. Non-compliance, negligence, or accidents lead to penalties, claims, or contract termination, imposing substantial financial risk to the Contractor."	Please confirm indemnification by Owner for risks not attributable to Operator's negligence, and that insurance policies maintained by Operator will be considered in mitigating liability.Kindly Confirm	Tender Condition Prevails

19	Bellandur 90 MLD Bid Document	1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.	We kindly request the Client to confirm whether the contractor is required to provide the Operation & Maintenance (O&M) methodology as part of the O&M tender. Kindly confirm.	Tender Condition Prevails
20	General		The budget for the comprehensive O&M of the 90 MLD Bellandur STP **(Rs.14.71 Cr)** is significantly lower compared to the budgets allocated for smaller capacity plants — specifically, the 40 MLD Rajacanal Phase-II plant with pumping station and Nagasandra **(Rs. 21.84 Cr)** (20 MLD UWTP, 5 MLD ISPS Nagasandra, and 5 MLD ISPS Karivobanahalli) **(Rs. 19.14 Cr)**. Given that the Bellandur plant has a much higher capacity, the current budget for its O&M appears insufficient. We therefore request the client to consider revising and increasing the budget for the Bellandur 90 MLD O&M contract. We request you to reconsider this point and check the estimated budget value.	Tender Condition Prevails
21	SECTION 6: CONTRACT DATA	The Defects Liability Period is 365 days.	Bidders requests the Employer to remove the defects liability clause as the scope of works are only O&M Works.	Tender Condition Prevails
22	COC	24. Procedure for resolution of Disputes: 24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision. 24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding. 24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.	Bidders request that the Employer engage in other Alternative Dispute Resolution (ADR) methods, such as negotiation, mediation, or conciliation, prior to initiating Arbitration. Kindly confirm	Tender Condition Prevails
23	SECTION 6: CONTRACT DATA	The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be sufficient to get the balance of works completed by alternative agency. [50.1]	Kindly confirm the value of the percentage.	Tender Condition Prevails
24	SECTION 7: SPECIFICATIONS GENERAL STIPULATIONS AND CONDITIONS	□ SUSPENSION OF PROGRESS	Kindly confirm , how the contractor will get compensated during the suspension period as per the instructions/wise of the Employer.	Tender Condition Prevails
25	SECTION 7: SPECIFICATIONS GENERAL STIPULATIONS AND CONDITIONS	Interest on Outstanding Amounts Any amount payable by the Operator that remains unpaid beyond the due date shall attract interest at a rate of ___% per annum, calculated from the due date until the date of actual payment.	Kindly confirm the interest rate.	Applicable at the time of implementation as per MCLR (RBI Guidelines)

26	SECTION 7: SPECIFICATIONS GENERAL STIPULATIONS AND CONDITIONS	The operator responsibility 1 The operator has to liaison with KSPCB to obtain KSPCB CFO/CFE or renewal of CFO and should get monthly analysis reports from M/s KSPCB which should be maintained and made available to the inspecting officer of the Board Should be shared to the employer in hard copy/soft copy/scanned copy after duly signed by the operator and engineer in charge. If parameters breach in the report of M/s KSPCB the operator has to submit the compliance report accordingly.	Kindly, confirm, the Employer will pay to Contractor for getting CFO from KSPCB.	CFO Charges will be remembered at actual to contractor
27	SECTION 7: SPECIFICATIONS GENERAL STIPULATIONS AND CONDITIONS	7. The Operator shall submit the BESCOM electricity bill to the BWSSB Division Office on or before the 5th of every month and shall carry out all necessary liaising with BESCOM for billing and related matters.	Kindly, confirm, the Employer will directly pay electricity charges to BESCOM for O&M related activities.	confirmed
28	SECTION 7: SPECIFICATIONS GENERAL STIPULATIONS AND CONDITIONS	8. Operational Cost Criteria :"The successful bidder shall ensure the treated effluent quality would be as prescribed at all times. All the parameters as specified have to be strictly adhered to other wise penalty will be imposed as per tender conditions". The plant shall have fulfilled the operating cost criteria if the operating costs determined during the "Tests alter Completion" are in agreement with or less than those detailed in the Contractor's Functional Guarantee. Penalty for not meeting the quality criteria shall be as specified elsewhere in the document. "**If, the Outlet quantity is less than the Design Capacity of STP, penalty shall be imposed at Rs. 5 (rupees five) per Kilo Litter."**	During the non-availability of required quantity of raw sewage as per the contract, then how the contractor will get compensated or paid for that period?	Tender Condition Prevails
29	SECTION 7: SPECIFICATIONS GENERAL STIPULATIONS AND CONDITIONS	3.5 Mandatory duties of the Operator 5. On completion of the maintenance period, the treatment plant has to be handed over to the Board in good running condition. At the time of taking over by the Board all the equipment and accessories in the treatment plant will be inspected and if any defects are noticed, the same will have to be rectified to the original running condition only after which the unit will be taken over.	The bidder will be responsible for replacement of equipment damages caused by the bidder not for normal wear and tear/ageing factor. Kindly confirm.	Tender Condition Prevails
30	SECTION 7: SPECIFICATIONS GENERAL STIPULATIONS AND CONDITIONS	iii) Minor and Major Repairs: The word Minor repair means all Electrical and Mechanical repairs, replacement of spares such as bearings, electrical spares carried out in the plant for the continuous operation of the plant round the clock without break down for not more than 1 Hour of any equipment. The word Major repair means all repair works carried out to Mechanical and Electrical equipment. The minor and major repair doesn't include the item of works, which exceeds more than Rs.7,00,000/- in each item of work. The cost is inclusive of material cost and labour cost. The rate analysis for carrying out the repairs costing more than Rs.7,00,000/- has to be prepared and submitted to the Owner for approval.	We understand major repairs exceeding 7 lakhs shall be in the scope of employer. Kindly confirm.	Tender Condition Prevails
31	General	BOCW cess for O&M Works	As in O&M Works, there will not be any construction works.so labour CESS should not be applicable Hence, 1% of BOCW cess should not be deducted from monthly payments. Kindly confirm.	Tender Condition Prevails
32	General	Change in Characteristics of Influent.	In case of changes in effluent characteristics, no penalty is applicable or charged to contractor. Please confirm.	Tender Condition Prevails
33	General	Change in law	Bidder request the employer to include change in law clause.	Tender Condition Prevails

34	Tender document	Limitation of Liability	Requesting to incorporate the below mentioned limiation of liability clause: "Notwithstanding anything contained herein, the total aggregriate liability of contractor to the Employer, whether arising out of contract, tort (including negligence), warranty, indemnity or otherwise shall not exceed the total contract price. Neither parties shall be responsible for indirect, consequential, special, punitive and exemplary losses and damages, including but not limited to loss of profit, loss of revenue, loss of goodwill, or loss of business, arising out of or in connection with this Contract"	Tender Condition Prevails
35	Tender document	Liquidated damages	Please specify the percentage of Liquidated damages. It is not caputred in Contract Data.	Tender Condition Prevails
36	Tender document	Liquidated damages	Requesting to incorporate the below mentioned limiation of liability clause: "In the event of the Contractor's failure to perform the Operation and Maintenance Services in accordance with the performance standards, uptime requirements, or other service obligations stipulated under this Contract, the Employer shall be entitled to levy liquidated damages at the rate specified in the Contract Data or, if not specified, at the rate of 0.5% (zero point five percent) of the Total Contract Price per month of default or part thereof, subject to a maximum of 5% (five percent) of the Total Contract Price."	Tender Condition Prevails
37	Tender document	Penalty	Requesting to incorporate a maximum cap on penalty clause: "If the Contractor fails to meet the performance standards, operational uptime, service levels, or any other obligations under this Contract, the Employer may levy a penalty at the rate specified in the Contract Data or, if not specified, at a reasonable rate determined by the Employer, provided that the total cumulative amount of all penalties and recoveries under this Clause shall not exceed two percent (2%) of the Total Contract Price during the entire Contract period."	Tender Condition Prevails
38	Tender document	Termination	Requesting to incorporate the below point no. 49.6 & 49.7 in termination clause: "49.6 The Contractor shall have the right to terminate this Contract for convenience by giving thirty (30) days' written notice to the Employer. 49.7 The Contractor shall have right to terminate the Contract, if any payment due to the Contractor under this Contract remains unpaid for a continuous period of ninety (90) days from the respective due date, despite written reminders. Upon such termination, the Contractor shall be entitled to payment for all Services performed up to the effective date of termination, reimbursement of reasonable demobilization costs, and release of the Performance Security after due adjustment of legitimate dues, if any"	Tender Condition Prevails
39	Tender document	Arbitration	Requesting to confirm that in case of any disputes between Contractor and Employer, it shall be referred to arbitration as per the procedure enshrined under Clause 24 of GCC and Clause 4 of SCC.	Tender Condition Prevails
40	Tender Document	Arbitration	We could not find the annexure stating the Organisation list. Requesting to share the Organisations as per list of Annexure.	As agreed during time of Agreement

Addl. Chief Engineer
(WWM-Project-East)
BWSSB

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